**FURTHER COMPETITION (FC) TEMPLATE**

**PURPOSE OF THIS TEMPLATE**

* This document sets out the type of information that should be included in the further competition when utilising the DPS for Sustainable and Ethically sourced works/construction projects (including professional services) delivering, decarbonisation, energy efficiency, estate management and social value in local communities’
* It is important that the further competition is clear, correct, complete, and consistent, which will also aid supplier navigation, completion, and submission.
* Ensure the further competition is approved in line with your organisation’s internal governance before being issued to the marketplace.

**GUIDANCE FOR COMPLETING THIS TEMPLATE**

* **STEP 1** – Tailor the fields shown in [yellow inverted brackets] so that they reflect the requirements of your procurement, amending / deleting any fields as required.
* **STEP 2** – Include additional headings, sub-headings, and content to ensure the further competition includes all relevant information to provide suppliers with a comprehensive understanding of your requirements so that they can prepare their tender accordingly.
* **STEP 3** – It is important to include a Social Value envelope as part of your evaluation. The suppliers within the DPS have been approved based on their ethical and sustainable practices however including a social value evaluation will demonstrate the Supplier’s commitment to ethics, sustainability and social value specifically in relation to the Deliverables within your Specification
* **STEP 4** – Arrange for the further competition to be reviewed by people with the appropriate knowledge and understanding to ensure that it is clear, correct, complete, and consistent. ECS can provide you with a review before issuing the tender via the Cimple portal when issuing the further competition on your behalf
* **STEP 5** – Amend the further competition in line with the outcome of the review and repeat the review process until the further competition is fully fit for purpose.

[Insert Company Logo]

[Insert Company Name and Address]

**FURTHER COMPETITION**

[Insert Name of Contract]

[Insert Reference Number (if applicable)]

FC Issue Date: [Insert Date]

Tender Submission Date: [Insert Date and Time]

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# **SECTION 1 – OVERVIEW**

## **Summary Details**

|  |  |
| --- | --- |
| **Contract Name** | [Insert name of contract]. |
| **Contract Period** | [Insert contract duration]. |
| **Contact Point** | [Insert primary point of contact]. |
| **Submission Date** | [Insert date and time for tender submissions]. |

## **Definitions**

|  |  |
| --- | --- |
| **“Contract”** | The contract to be entered into between the Customer and the Supplier for [insert name of contract]. |
| **“Customer”** | [Insert company name]. |
| **“ECS”** | ECS (Education Commercial Services) is the organisation managing the procurement on behalf of the customer |
| **“eSourcing Portal”** | The electronic tool being used to manage the further competition process which is available at Cimple (<https://app.cimple.uk/login>) |
| **“Further Competition”** | The competitive procedure ran under the DPS Contract |
| **“Goods”** | The goods to be provided by the Supplier under the Contract. |
| **“Pricing Schedule”** | The pricing document that needs to be responded to by Bidders. |
| **“Quality Questions”** | The qualitative questions that need to be responded to by Bidders. |
| **“Services”** | The services to be provided by the Supplier under the Contract. |
| **“Special Terms”** | Any additional terms set out within the further competition which forms part of the Contract |
| **“Specification”** | The document which describes the [Goods] or [Services] required by the Customer. |
| **“Supplier(s)”** | The Bidder(s) selected to enter into the Contract with the Customer. |
| **“Tender(s)”** | The proposal(s) submitted by the Bidder(s) in response to this further competition. |
| **“Bidders(s)”** | The company / companies who submit a proposal in response to this further competition |
| **“Terms and Conditions of Contract”** | The rights and legal obligations placed on the Customer and Supplier within the Contract. |

# **SECTION 2 – INTRODUCTION**

## **Background**

This Further Competition (FC) is being issued by [insert company name] to procure [insert name of contract] for [insert contract duration] via the DPS for Sustainable and Ethically sourced works/construction projects (including professional services) delivering, decarbonisation, energy efficiency, estate management and social value in local communities’

[Insert brief information about your company and your requirement so that bidders can understand the background to the procurement].

## **Objective**

This FC sets out the requirements of this procurement, and provides information on how the tender process will be managed. It also explains the clarification process, and confirms the process that will be used to evaluate Tenders.

# **SECTION 3 – INSTRUCTIONS**

## **Tender Preparation**

Tenders must be written in the English language in Ariel font, size 11pt, single spacing, and Bidders must comply with any word count or page restrictions as identified in the Quality Questions or eSourcing Portal Cimple (https://app.cimple.uk/login)

Failure to provide all of the information required may result in your Tender not being considered by the Customer due to it being a non-compliant Tender. Additional information should only be provided where requested within this FC or the Quality Questions.

## **Tender Submission**

You must submit your tender using the eSourcing Portal Cimple (<https://app.cimple.uk/login>) No information will be accepted if received by the Customer by any other means.

Only one Tender is permitted per Bidder. If a Bidder submits more than one Tender, only the one with the latest time and date received before the Tender Submission Date will be evaluated, with all earlier Tenders being disregarded. Any Tender submitted by a Bidder after the Tender Submission Date will also be disregarded.

Treat each question and response in isolation and answer each question in full. Evaluators will not cross-reference between answers, only information submitted in response to a question will be evaluated. Additional appendix/documents must only be submitted as attachments were requested in the question; any appendix/documents attached as responses to questions that do not permit this will not be included as part of the evaluation. Do not use links / embed documents unless expressly directed to do so.

Only information provided as a direct response to a question will be evaluated.  Bidders should respond to the questions on the basis that the Customer has no prior knowledge of your organisation. Information and detail which forms part of the general company literature or promotional brochures, etc., will not form part of the evaluation process. General or irrelevant marketing material should NOT be included.

Response must be submitted using the Appendices outlined within section 7. Alternative submissions will not be accepted and may result in your tender becoming void and will **not** be evaluated

Bidders must provide responses clearly and concisely in a question answer format

Any costs incurred in the preparing and submitting your tender remain the responsibility of the Bidder and no reimbursement will be made should the Bidder incur costs needed to inform their tender

The information supplied in the Further Competition documents is given in good faith. The Customer cannot warrant the accuracy or completeness of the information provided within any tender documents. Any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by the Customer provided that nothing in this document seeks to exclude or limit the liability of any person for fraudulent misrepresentation.

Submissions will not be permitted after the stated deadline has passed.

# **SECTION 4 – TIMESCALES**

## **4.1 Procurement Timetable**

The table below sets out the proposed timetable for this procurement. This timetable is intended as a guide and, whilst the Customer does not intend to deviate from this timetable, it reserves the right to do so.

|  |  |
| --- | --- |
| **Issue ITT** | [Insert date] |
| **Clarification Deadline** | [Insert date and time] |
| **Clarification Response Publication** | [Insert date and time] |
| **Tender Submission Date** | [Insert date and time] |
| **Award Notification Date** | [Insert date] |
| **Contract Award Date** | [Insert date] |
| **Contract Commencement** | [Insert date] |

## **4.2 Tender Validity Period**

Your Tender must remain valid for a period of [insert number of days] from the Tender Submission Date.

# **SECTION 5 – CLARIFICATIONS**

## **5.1 Clarification Process**

All requests for clarification or further information in respect of this ITT shall be submitted via Cimple (<https://app.cimple.uk/login>) by the Clarification Deadline as set out in the Timescales section of this ITT. The Customer is under no obligation to respond to clarification requests received after the Clarification Deadline.

Any clarification request should clearly reference the appropriate paragraph in the FC and / or supporting document, and where possible should be aggregated rather than sent individually.

The Customer will publish details of all clarification requests and their responses to all Bidders on an anonymous basis, unless you expressly require a clarification request to be kept confidential at the time the request is made. If the Customer considers the contents of the request not to be confidential, it will inform you and you will have opportunity to withdraw the clarification request.

## **5.2 Post Tender Clarification**

The Customer may at any time request further information from Bidders to verify or clarify any aspects of their Tender or other information they may have provided. Should you not provide supplementary information or clarifications to the Customer by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from the tender process.

# **SECTION 6 – EVALUATION**

## **6.1 Award Criteria**

Tenders will be evaluated in line with the following high-level award criteria:

|  |  |
| --- | --- |
| **Quality** | [Insert percentage weighting]. |
| **Social Value** | [Insert percentage weighting]. |
| **Pricing** | [Insert percentage weighting]. |

The following weightings will be applied to the qualitative elements of Tenders:

|  |  |
| --- | --- |
| **Q1 - [Insert title]** | [Insert percentage weighting]. |
| **Q2 - [Insert title]** | [Insert percentage weighting]. |
| **Q3 - [Insert title]** | [Insert percentage weighting]. |
| **Q4 - [Insert title]** | [Insert percentage weighting]. |
| **Q5 - [Insert title]** | [Insert percentage weighting]. |
| **Q6 - [Insert title]** | [Insert percentage weighting]. |

## **6.2 Quality Evaluation**

Responses to Quality Questions will be independently assessed by an evaluation panel using the following marking scheme:

| **Score** | **Description** |
| --- | --- |
| 4 | **Excellent** –Overall the response demonstrates that the Bidder meets all areas of the requirement and provides all of the evidence requested in the level of detail requested. An excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the Bidder can meet the requirement. |
| 3 | **Good** – Overall the response demonstrates that the Bidder meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. A good response that meets all aspects of the requirement with only a trivial level of ambiguity due to the Bidder’s failure to provide all information in the level of detail requested. |
| 2 | **Adequate** – Overall the response demonstrates that the Bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. An adequate response, but with some limited ambiguity as to whether the Bidder can meet the requirement due to the Bidder’s failure to provide all of the evidence requested. |
| 1 | **Poor** – The response does not demonstrate that the Bidder meets the requirement in one or more areas. A poor response with significant ambiguity as to whether the Bidder can meet the requirement due to the failure of the Bidder to show that it meets one or more areas of the requirement. |
| 0 | **Unacceptable** – The response is non-compliant with the requirements of the FC and / or no response has been provided. |

Treat each question and response in isolation and answer each question in full. Evaluators will not cross-reference between answers, only information submitted in response to a question will be evaluated. Additional appendix/documents must only be submitted as attachments were requested in the question; any appendix/documents attached as responses to questions that do not permit this will not be included as part of the evaluation. Do not use links unless expressly directed to do so.

Only information provided as a direct response to a question will be evaluated.  Bidders should respond to the questions on the basis that the Authority has no prior knowledge of your organisation. Information and detail which forms part of the general company literature or promotional brochures, etc., will not form part of the evaluation process. General or irrelevant marketing material should NOT be included.

## **6.3 Moderation Process**

Following completion of the quality evaluation, a moderation meeting will take place for evaluators to justify the scores allocated to each Quality Question response. An independent consensus marker will facilitate these discussions to enable the evaluation panel to agree a consensus score for each Quality Question response.

Following the moderating meeting, the relevant weighting will be applied to each score attributed to a Quality Question response. These weighted scores will then be combined to determine the quality score for each supplier.

## **6.4 Price Evaluation**

The total price submitted within Pricing Schedules will be ranked in decreasing order with each Bidder receiving a price score using the following formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lowest Tendered Price | x | [Insert price weighting] | = | Price Score |
| Your Tendered Price |

## **6.5 Contract Award**

The high-level award criteria quality weighting will be applied to the quality score to determine the total quality score. The high-level award criteria price weighting will be applied to the price score to determine the total price score.

The total quality score and total price score will then be combined to determine the overall score, with the Contract being awarded to the Bidder with the highest overall score [if the contract is being awarded to more than one Bidder, insert the number of top-ranking Bidders who will be awarded the contract].

# **SECTION 7 – APPENDICES**

The following appendices accompany this ITT, some of which require completion and return:

|  |  |  |
| --- | --- | --- |
| **Appendix A** | Specification | For information |
| **Appendix B** | Quality Questions | For completion and return |
| **Appendix C** | Social Value | For completion and return |
| **Appendix D** | Pricing Schedule | For completion and return |
| **Appendix E** | Special Terms & Conditions | For information |
| **Appendix F** | Data Protection Schedule | For information |
| **Appendix G** | [Insert any additional relevant documents] | [Insert inclusion details] |
| **Appendix H** | Form of Tender Declaration | For completion and return |

# **APPENDIX A**

# **SPECIFICATION**

This Specification describes the [Goods], or [Services],that must be provided to the Customer through this Contract.

[Insert full details about your requirement so that Bidders know what needs to be provided, along with any required performance measures such as key performance indicators or service levels. You should consider these elements within the specification, if applicable:

* Scope of Requirements
* Quality
* Delivery
* Warranties
* Maintenance
* Packaging
* Key Performance Indicators
* Sustainability and Social Value
* Contract Management

If you would like to know more about how to prepare a specification, please access our ‘Developing the Specification’ online training course which is available at:

<https://shop.melearning.co.uk/product-category/procurement>.

Please contact ECS at [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk) and a member of the ECS Team would be happy to explore options of how we can support you with preparing your specification.

**Account Management**

It is expected that the Provider and Customer will take a ‘partnership’ approach to their relationship. This will help facilitate value for money, enhance the quality of service and the achievement of social values.

The customer require an account manager to liaise with the Customer on all aspects of this contract. It is expected the account manager is to meet the customer termly to discuss any service-related topics, any KPI fulfilment, ongoing issues and future planning, or at a time as agreed by both parties.

**Key Performance Indicators (KPIs)**

Both parties will seek to be easy to do business with, in order to minimise cost, risks and time, developing good relationships whereby each party is responsive to the needs of the other in order to fulfil its contractual obligations. Both parties shall conduct themselves in a professional manner at all times. This will be used to inform any decisions on monitoring actions related to contract compliance. KPI development and for contributing to an improvement of the quality of services.

Any defined KPI’s required can be inserted here.

# **PERFORMANCE MANAGEMENT**

The Supplier must provide clear and concise monthly reporting to the customer to report on the service provision.

The performance management KPI’s had been developed to respond to the requirement for the customer to monitor the performance of its suppliers against their contract. It aims to provide a structured, standardised approach for gathering qualitative data from suppliers. This will be used to inform any decisions on monitoring actions related to contract compliance and for contributing to an improvement of the quality of services.

Both parties will seek to be easy to do business with, to minimise cost, risks, and time, developing good relationships whereby each party is responsive to the needs of the other in order to fulfil its contractual obligations.

Both parties shall always conduct themselves in a professional manner.

Both parties will do the following in order for each to fulfil its contractual obligations:

Understand and check customer / provider needs and issues

Understand and help define customer / provider requirements

Keep each other up-to-date and informed on any relevant issues

Act promptly to resolve customer / provider issues

Identify and share issues likely to impact on performance and satisfaction at the customer /provider

Comply with Government legislation, defined quality standards and processes

Constantly measure quality of own deliverables

**CONTINUOUS IMPROVEMENT**

Regular monitoring is important and to ensure expected quality levels and continuous improvement. Appropriate members of staff from all parties concerned will be identified and meet regularly for any required corrective action to be taken and for any issues to be resolved and actions reported to the customer.

**CONTRACT MANAGEMENT**

The performance of the Call-Off Contract shall be managed by the Customer and the successful Supplier and regular appropriate review meetings may need to be held.

During the first six months of the Call-Off Contract a meeting in alternate months may be required and the Supplier will be expected to keep in contact with the Customer by telephone and / or email each week if required.

Regular monitoring is important and to ensure expected quality levels, appropriate members of staff from all parties concerned will be identified and meet regularly in order for any required corrective action to be taken and for any issues to be resolved.

Should the supplier not fulfil its contractual obligations the contract will be reviewed and the process for decommissioning will be considered.

**EXIT MANAGEMENT**

In the event that the Contract expires or is terminated the supplier shall provide assistance to the customer to migrate the provision of the Services to a Replacement supplier which will be conducted to nil cost to the customer.

The incumbent shall provide to the customer and/or its potential Replacement supplier (subject to the potential Replacement supplier entering into reasonable written confidentiality undertakings), such information (including any access) as the customer shall reasonably require in order to facilitate the preparation by the customer of any future invitation to tender and/or to facilitate any potential Replacement supplier undertaking due diligence, known as the exit information.

The supplier will ensure that there is no disruption during the Termination Assistance Period and provide suitable assurances to the customer.

# **APPENDIX B**

# **QUALITY QUESTIONS**

Bidders must provide a response to the following questions in line with the requirements of the Specification, submitting additional information where requested to evidence the response:

|  |  |  |  |
| --- | --- | --- | --- |
| **Number** | **Title** | **Word Count** | **Weighting** |
| 1 | [Insert question title] | [Insert word count] | [ ]% |
| **Question** | | | |
| [Insert question wording] | | | |
| **Guidance** | | | |
| [Insert response guidance] | | | |
| **Response** | | | |
|  | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Number** | **Title** | **Word Count** | **Weighting** |
| 2 | [Insert question title] | [Insert word count] | [ ]% |
| **Question** | | | |
| [Insert question wording] | | | |
| **Guidance** | | | |
| [Insert response guidance] | | | |
| **Response** | | | |
|  | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Number** | **Title** | **Word Count** | **Weighting** |
| 3 | [Insert question title] | [Insert word count] | [ ]% |
| **Question** | | | |
| [Insert question wording] | | | |
| **Guidance** | | | |
| [Insert response guidance] | | | |
| **Response** | | | |
|  | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Number** | **Title** | **Word Count** | **Weighting** |
| 4 | [Insert question title] | [Insert word count] | [ ]% |
| **Question** | | | |
| [Insert question wording] | | | |
| **Guidance** | | | |
| [Insert response guidance] | | | |
| **Response** | | | |
|  | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Number** | **Title** | **Word Count** | **Weighting** |
| 5 | [Insert question title] | [Insert word count] | [ ]% |
| **Question** | | | |
| [Insert question wording] | | | |
| **Guidance** | | | |
| [Insert response guidance] | | | |
| **Response** | | | |
|  | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Number** | **Title** | **Word Count** | **Weighting** |
| 6 | [Insert question title] | [Insert word count] | [ ]% |
| **Question** | | | |
| [Insert question wording] | | | |
| **Guidance** | | | |
| [Insert response guidance] | | | |
| **Response** | | | |
|  | | | |

# **APPENDIX C**

# **Social Value Evaluation**

[The suppliers within the DPS have been approved based on their ethical, sustainable and environmental management practices however this social value evaluation will demonstrate the Supplier’s commitment to ethics, sustainability and social value specifically in relation to the Deliverables within your Specification.]

The UK government’s Procurement Policy Note (PPN) 06/20 launched a new model to deliver social value through the government’s commercial activities. [insert customer name] are using this model to take account of the additional social benefits that can be achieved through delivery of its contracts.

ECS have built their own Social Value model and guidance (see Appendix 7 and 8) which is more aligned to the education sector which is available to use for any further competition.

If you need any support on how to embed social value as part of the specification, please contact ECS on [ecsenquiries@ecservices.org.uk](mailto:ecsenquiries@ecservices.org.uk)

Please make yourself familiar with the Social Value Model <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

Bidders must provide a response to the following questions in line with the requirements of the Specification, submitting additional information where requested to evidence the response:

# **APPENDIX D**

# **PRICING SCHEDULE**

This Pricing Schedule must be completed in full to confirm the price payable for you to deliver the [Goods], or [Services]to the Customer as described in the Specification.

[Insert a table or separate spreadsheet for completion and return].

# **APPENDIX E**

# **SPECIAL TERMS AND CONDITIONS OF CONTRACT**

These Special Terms & Conditions set out the rights and legal obligations placed on the Customer and Supplier in the delivery of the Contract for the [Goods] or [Services] described in the Specification, in addition to the DPS Core Terms & Conditions and would form part of the Contract

[Please include any Special Terms that may differ from the DPS Core Terms such as;

* Insurance Levels
* Payment Terms
* Liabilities

# **APPENDIX F**

# **DATA PROTECTION SCHEDULE**

[Insert details of any data required to be processed as part of the specification. This will form part of the Contract]

|  |  |  |
| --- | --- | --- |
| **No** | **Description** | **Details** |
| 1 | Subject matter of the processing | *The processing of personal data in relation to the obligations of the Provider as the supplier* |
| 2 | Duration of the processing | *The data will be provided for the duration of the Contract*  *The contract expires on the contract end date at which time the information will be returned inline with the instructions identified in point 6.* |
| 3 | Nature and purposes of the processing | *The nature of the processing includes the collection, recording, organisation storage, retrieval, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction of data (whether by automated means)*  [The use of any third party systems such as payroll software used by the service provider to be confirmed by the successful Supplier and inserted into final contract]  *The purpose of the processing is to enable the Customer to comply with its obligations in relation to employment law* |
| 4 | Type of Personal Data | *For the purposes of the contract, the Customer will disclose the following information directly to the supplier: ​*  *Contact details for individuals concerned with the management of the Contract: Name, business email address, business postal address, business telephone number.*  *Full details of all individuals employed to enable the service provided to complete their duties*  *[List of data to be provided to be confirmed by the successful supplier and inserted into final contract] ​* |
| 5 | Categories of Data Subject | *Personal data relating to the Customer staff (including temporary or agency staff).* |
| 6 | Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | *The Supplier agrees that all data supplied will be retained no longer that is necessary or beyond statutory requirements after the expiry or termination of the Contract.*  *Upon termination, the supplier shall provide a fully accessible copy of all data in a portable format within 3 months*  *Following confirmation from the customer that all data has been received in a portable format and is accessible, the supplier shall destroy all personal data as soon as practicable and provide written confirmation of completion.* |

# **APPENDIX G**

# **ADDITIONAL RELEVANT DOCUMENTS**

[Insert details of any additional relevant documents pertinent to the goods or services required that have been included in the ITT to provide Bidders with a comprehensive understanding of your requirements].

# **APPENDIX H FORM OF TENDER DECLARATION**

In response to the Further Competition for the provision of INSERT FC TITLE I/We, the undersigned, confirm that in submitting a tender against this contract that I/We

1. declare that to the best of my/our knowledge the answers submitted and information contained in this document are correct and accurate.
2. understand that the information submitted within this tender will be used in the selection process to assess my/our organisation’s suitability to be awarded the Contract.
3. understand that the Customer may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.
4. certify that I/We have not done, and I/We will not, at any time before the notification of tender results, do any of the following:
   1. Communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
   2. Enter into any agreement or arrangement with any person that he/she shall refrain from tendering or as to the amount of any tender to be submitted;
   3. Offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other tender or proposed tender for the said work any act or thing of the sort described above.  In the context of this clause the word ‘person’ includes any persons and any body or association, corporate or unincorporated; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.
5. undertake that this offer shall remain valid and open for acceptance for a period of 90 days from the date of submission unless specifically withdrawn in writing.
6. understand that the Customer is not bound to accept any tender it receives.

1. contract and agree, on the acceptance of this tender, in whole or part, to perform the services detailed in the Specification, at the prices and terms quoted, and in accordance with the terms and conditions of the Contract.
2. accept the terms and conditions of the Contract set out in the Invitation to Tender, to which this tender is my/our response, and I/we undertake to perform any contract awarded as a result of this tender in strict conformity with those terms and conditions.
3. understand that my/our responses to the questions posed in this Invitation to Tender including any explicit or reasonably implied undertakings, will form part of any contract subsequently entered into between myself/ourselves and the Customer.
4. confirm that if our tender is accepted we will, if required, upon request and without delay:
   1. Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force;
   2. Sign a formal contract document if required;
5. confirm that I/we understand and will comply with the retrospective rebate provision in Appendix 6 DPS core terms requirements
6. agree that unless and until a Contract is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract.
7. certify that the information supplied is accurate to the best of my/our knowledge and I/we accept the conditions and undertakings requested in this Invitation to Tender.  I/We understand that false information could result in my/our exclusion from further participation in this and future tender processes.
8. Am/are aware of the consequences of serious misrepresentation.

|  |  |
| --- | --- |
| **Signature:** |  |
| **Date:** |  |
| **Name of Signatory:** |  |
| **Name of Organisation:** |  |